

EXHIBIT “B”

GENOVA & MALIN
RETAINER AGREEMENT - INDIVIDUAL CHAPTER 7 CASE

This will authorize the law firm of GENOVA & MALIN to represent the undersigned client(s) in connection with a Voluntary Chapter 7 case.

The undersigned agrees to pay GENOVA & MALIN the sum of \$1,750.00 as an advanced payment and understands that there will be an additional initial disbursement of \$335.00 for fees payable to the Clerk of the United States Bankruptcy Court. Unless specified in writing to the contrary, this fee is fixed for ninety days.

It is understood that the payment of the fee and initial disbursement will be paid by bank check, certified check, money order or cash, in advance of the filing of the petition. The client shall pay for any necessary disbursements incurred in the future.

The payment of fees includes the following services to be rendered:

- a. Analysis of the financial situation and rendering advice and assistance to the client in determining whether to file a petition under Title 11 of the Bankruptcy Code.
- b. Preparation and filing of the petition, schedules, statement of affairs and other documents required by the Court.
- c. Representation of the client at the first meeting of creditors.

In the event that the client does not appear at the initial Section 341(A) Meeting and a second appearance by the attorney is required, an additional fee of \$250.00 per meeting shall be paid by the client.

In the event that additional Court appearances or proceedings are required, retention and fees will be set by further agreement between the undersigned and GENOVA & MALIN, at a rate of \$400.00 per hour for partners' time; \$250.00 per hour for associate's time; \$125.00 per hour for paralegal time; and \$150.00 for senior paralegal time. Amendments to schedules will result in a minimum charge of \$100.00 per amendment plus appropriate Court imposed filing fees. (Currently \$30.00)

These additional appearances and proceedings include, but are not limited to: (A) defense of allegations regarding substantial abuse, (B) proceedings relating to redemption of property, (c) reaffirmation of pre-petition debts, (D) the avoidance of liens (E) response to U.S. Trustee Audit. It is expressly understood that the initial payment does not include any proceedings to avoid judgments.

Additional appearances and proceedings relating to: (A) defense of actions relating to the discharge and dischargeability of debts and (B) appearance at 2004 examinations, are specifically not included in this agreement. A separate retainer will be required in the minimum amount of \$1,500.00 should the debtor seek to retain GENOVA & MALIN with respect to these matters. Thereafter, GENOVA & MALIN will bill against this retainer \$400.00 per hour per partners' time; \$250.00 per hour for associates' time; and \$125.00 per hour for paralegal time.

Additional appearances and proceedings relating to Loan Modification/ Loss Mitigation are specifically not included in this Agreement. A separate retainer will be required in the minimum amount of \$5,000.00 should the debtor seek to retain GENOVA & MALIN with respect to these matters. Thereafter, GENOVA & MALIN will bill against this retainer \$4000.00 per hour per

partners' time; \$250.00 per hour for associates' time; \$125.00 per hour for paralegal time; and \$150.00 for senior paralegal time.

It is further understood that ALL creditors must be listed on the petition, including, but not limited to, mortgage holders, bank loans, vehicle loans, taxing authorities, personal loans, credit card debt and the names of any persons who co-signed a loan on your behalf or the names of any persons on whose behalf you co-signed a loan.

It is further understood that, in the event that the client owns real estate at the time of the filing of the petition, judgments entered pre-petition against the client are liens against the real property and cannot be removed by the bankruptcy except in special circumstances. Where the client does not own real estate at the time of the filing of the petition, judgments entered pre-petition may be removed only by commencing a separate proceeding in State Court one year after the discharge is entered. Representation in State Court proceedings is not included herein.

It is understood that all secured loans, such as vehicle loans and mortgages, survive the bankruptcy. Payments on such secured loans must be current during the bankruptcy and kept current for the life of the loan if the collateral for the loan is to be retained. If the payments fall behind on secured debt, the collateral may be reclaimed by the lender.

It is further understood that representation of the client terminates upon the entry of the discharge order, upon the dismissal of the case or when the case is closed, whichever occurs first.

The client(s) understands that in order to obtain a discharge from their debts, the client(s) must complete a Pre-Discharge Education Course, which is not provided by this firm. This course may be obtained by the client either via telephone or internet at a separate cost to the client determined by the educational provider. That failure to obtain this Pre-Discharge Education Course and provide to this office a copy of the Certificate of Completion of the course within 45 days of the client(s) meeting with the Chapter 7 Trustee (the 341 Meeting) will result in the client(s)' case being closed by the Bankruptcy Court without the entry of a Discharge Order by the United States Bankruptcy Court. Should the client(s) fail to obtain the Certificate of Completion and provide a copy of the Certificate to this office in a timely manner, an additional retainer will be required for this firm to file an application with the United States Bankruptcy Court to obtain additional time for the client(s) to file the Certificate or to reopen the case to permit a late filing of same.

It is understood that shortly after the filing a copy of the petition and schedules will be mailed to the client for record keeping purposes and if for any reason I(we) need a copy of my (our) petition and or related documents in the future and must request a copy from GENOVA & MALIN, there will be a \$100.00 charge to have my (our) file retrieved and copied from storage.

I have read the foregoing, understand its contents and acknowledge that a copy of the agreement will be forwarded to me together with a copy of my petition which will be filed in the Bankruptcy Court.

Dated: Wappingers Falls, New York
February 26, 2015


Heather F. Fagans